

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET
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Professional Services  
Agreement with the  
Washington State Umpires  
Association for softball and  
fastpitch umpires and flag  
football officials

Briefing  
Proposed Action  
Consent  
Action  
First Reading  
Second Reading  
Third Reading  
Public Hearing  
Budget Advisory

COUNCIL BILL #	
Originating Department	Parks
Contact Person	Lori Cummings
Phone Number	425-257-8353
FOR AGENDA OF	Sept. 7, 2016

Initialed by:  
Department Head  
CAA  
Council President

db

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	Council approval on February 6, 2013 of the 2013 Professional Services Agreement	Professional Services Agreement	Parks

Amount Budgeted	\$75,000	Account Number: 1015433160000
Expenditure Required	\$75,000	Account Number: 1015433160000
Budget Remaining	-0-	Account Number: 1015433160000
Additional Required	-0-	

Fig. 1.  $\text{Ca}^{2+}$  in the  $\text{Ca}^{2+}$  channel (PCA) in

The Professional Services Agreement (PSA) with the Washington State Umpires Association (aka United States Specialty Sports Association) will provide umpire and official services for softball, fastpitch and flag football programs through December 31, 2017.

Parks staff have expanded program offerings which will result in more participation this fall. The success of two newer program areas, flag football and girls fastpitch, will also require the services of the United States Specialty Sports Association. Parks staff recommends a PSA for services rendered September 24, 2016 through December 31, 2017 in an amount not to exceed \$75,000 to address program growth. Estimated revenue from these program areas is \$151,000.

Authorize the Mayor to sign a Professional Services Agreement with the Washington State Umpires Association for softball and fastpitch umpires and flag football officials in an amount not to exceed \$75,000.

**CITY OF EVERETT  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into on this            day of            ,            , by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City,” and Washington State Umpires Association (aka) United States Specialty Sports Association (USSSA), whose address is 19516 63rd PL NE Kenmore, WA 98208, hereinafter referred to as the “Service Provider.”

**WHEREAS**, the City desires to engage the Service Provider to provide umpires/officials for the Everett Parks and Recreation Adult Softball League and both Youth and Adult Flag Football Leagues and Tournaments for the City of Everett; and

**WHEREAS**, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

1.     **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.

2.     **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.

3.     **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2017.

4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Seventy-Five Thousand Dollars (\$75,000.00).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett  
Attn.: Jeremy Oshie  
802 E. Mukilteo Blvd  
Everett, WA 98203

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in

connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

## **11. Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title.

Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

## 12. **Independent Contractor.**

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

**13. Employment.** The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**14. Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**15. City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.



16. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett  
Attn.: Jeremy Oshie  
802 E. Mukilteo Blvd  
Everett, WA 98203

B. Notices to the Service Provider shall be sent to the following address:

Washington State Umpires Association  
19516 63rd PL NE  
Kenmore, WA 98028

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

**IN WITNESS WHEREOF**, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,  
WASHINGTON**

\_\_\_\_\_  
Ray Stephanson, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Fuller, City Clerk

\_\_\_\_\_  
James D. Iles, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

***SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.***

***Corporation***

\_\_\_\_\_  
[Service Provider's Complete Legal Name]

By: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

***Partnership  
(general)***

\_\_\_\_\_  
[Service Provider's Complete Legal Name]  
a Washington general partnership

By: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

General Partner

Date: \_\_\_\_\_

***Partnership  
(limited)***

\_\_\_\_\_  
[Service Provider's Complete Legal Name]  
a Washington limited partnership

By: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

General Partner

Date: \_\_\_\_\_

***Sole  
Proprietorship***

\_\_\_\_\_  
Typed/Printed Name:

\_\_\_\_\_  
Sole Proprietor:

Date: \_\_\_\_\_

***Limited  
Liability  
Company***

\_\_\_\_\_  
[Service Provider's Complete Legal Name]  
a Washington limited liability company

By: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Managing Member

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B**  
**COMPENSATION**

☐ **ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]**

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate

☐ **ALTERNATE B [LUMP SUM]**

The City shall pay Service Provider                  dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

☐ **ALTERNATE C [PROGRESS PAYMENTS]**

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

☐ **ALTERNATE D [BASE REGISTRATION]**

The City shall pay the Service Provider such amounts and in such manner as follows:  
Fee for service shall be                  percent                  % of the base registration fees collected by the City.  
Additional fees and/or surcharges levied by the City will be retained 100% by the City.  
Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed                  dollars (\$                  ).

**EXHIBIT C**  
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking	0	0
Meals	0	0

**STATE RETIREMENT SYSTEMS FORM**  
**ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM**

1. Does Service Provider have twenty-five (25) or more employees? ☐ Yes ☐ No

IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.

IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

**IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.**

Service Provider Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Parks Long Form  
Exhibit A - Scope of Work**

**General Requirements**

**1. CONTACT.** Work with your primary Point of Contact: Jeremy Oshie, 425-257-8293, for any program questions, changes, accidents or needs. In the event your primary Point of Contact is not available, your secondary Point of Contact is: Jeremy Oshie, 425-257-8293

**2. ACCIDENTS.** All injuries, regardless of apparent severity are to be reported immediately. Accident reports are to be completed by Service Provider and recreation staff based on information taken by Service Provider. Service Provider will work with their point of contact in any accident.

**3. ATTENDANCE.** All Service Providers are required to take attendance in each class they instruct. Attendance records will be turned in no later than five days after the completion of the class. **Attendance records are required to process payment.** Service Providers will be provided with an attendance roster and/or a class registration list.

Participants are required to pay in advance of participating in a class. On the rare occasion that someone is not shown on the roster the Service Provider must then: a) inform them that they must be registered by second day of class; or b) ask participant to leave if class is full or the participant does not meet the minimum class requirements.

Anyone not on the roster must provide a printed Registration Receipt or Registration Confirmation from the Recreation Office to show proof of registration on second day of class. Without proof of registration from the Recreation Office on the second day of class, the student cannot participate in the class. The Service Provider shall request a revised Attendance Sheet when new students are expected.

Do not collect registration fees unless you have prior approval and training from your point of contact.

**4. COMPENSATION.** Service Provider will not be compensated for program fees that have been refunded or credited back to a patron. Any overpayments to Service Provider may be deducted from future invoices.

**5. CANCELLATIONS.** Service Providers are not to make decisions regarding class time changes, cancellations, etc., without approval from the supervisor of the program. If Service Providers need to cancel a class or are not able to teach a class, please call the Point of Contact. If the supervisor is not available, please call the Recreation Office.

**6. SUBSTITUTE INSTRUCTORS.** It is the responsibility of the Service Provider to complete the scope of work as outlined in this contract – which may include providing a replacement instructor that meets all stated qualifications. In the event that the Service Provider is unable to teach a scheduled class, the Point of Contact for the City of Everett will make the decision whether (1) a City of Everett instructor will be provided or (2) the Service Provider must at Service Provider's cost provide a trained substitute instructor. The City reserves the right to retain all revenue for any class dates where the City provided the substitute instructor.



**7. ARRIVAL.** Service Providers are to arrive a minimum of fifteen (15) minutes prior to the beginning of the class. This allows the Service Provider time to check the room set up, condition of equipment, greet students and take attendance.

**8. PROMOTIONS.** Service Providers may be asked to assist in the promotion of their programs once or twice a year through class demonstration, exhibitions or other forms of public relations. Service Provider will not be compensated by the City for their time.

**9. TELEPHONE USE.** City telephones are not to be used for personal calls during class time. Personal use of the phones is limited to emergencies or class-related urgent needs.

**10. CLERICAL ASSISTANCE.** Service Providers who need clerical assistance (i.e. mailing, copying, or phone calling) from the office staff must submit the request to the Point of Contact at least one week prior to your due date.

**11. CHILD CARE.** Children of Service Providers are not allowed to be present in the area of instruction. In addition, they are not allowed to remain in any other area of the building or the park. It is the responsibility of the Service Provider to arrange adequate child care.

**12. EVALUATIONS.** The following program evaluations will be completed to monitor program quality. Service Provider will meet established submission deadlines. The Point of Contact will establish deadlines for submission of evaluations.

- a) Participant evaluations of the class - to be provided by the Parks Department.
- b) Service Provider evaluation of the program session - to be turned in at the discretion of the Point of Contact.

Evaluations will be returned after each class to the Point of Contact.

**13. NAME TAGS.** Name tags will be worn to identify yourself. You may request a Parks Department photo Identification tag from your Point of Contact.

**14. PAYMENT.** A signed invoice from Service Provider is needed to process payment. Attendance records need to be turned in to process payment. Invoices and attendance records shall be submitted to your Point of Contact after each class. All services for a calendar year must be invoiced no later than January 5<sup>th</sup> of the next calendar year.

**15. MANDATORY MEETINGS/TRAININGS.** At the City's request, Service Provider shall attend up to 8 hours per year of mandatory City meetings, trainings, workshops, and planning promotional activities. Service Provider will not be compensated by the City for these 8 hours per year.

**16. PURCHASES.** All purchases made for your classes must be pre-approved by your Point of Contact. Always sign and turn in receipts the same day items are purchased.

**17. SPECIAL NEEDS.** If you have any special audio/video needs (i.e. TV/VCR, overhead, slide projector, etc.) please notify your Point of Contact at least three days in

advance of your class. Also, please make clear arrangements regarding delivery, pick-up and return of all equipment.

**18. FACILITY HOUSEKEEPING/ACCESS - Parks Department Premises.** All Service Providers are requested to set up and take down any tables and chairs that may be used (unless prior arrangements have been made).

If coffee and tea are being served, please rinse the coffee pots and throw out the grounds in the garbage cans.

Please bag all trash and garbage as applicable.

Make sure all doors and windows are locked, and the heat is turned down to 55°F.

Please take precautions if using paint or other messy materials by using table cloths or drop cloths.

Facility must be returned to original condition.

**Facility Access:** Service Providers may be provided keys to Parks Department facilities. Such facilities are to be used for scheduled classes only. Any keys checked out to a Service Provider must be returned prior to payment for last class offered.

**19. SELLING MERCHANDISE.** Any request to sell merchandise at the class must be made in writing and pre-approved by the Point of Contact. Merchandise must be a class supply or class related material.

**20. CONTRACTS.** Contracts shall be updated annually. Specific Class and Program offerings shall be updated quarterly.

**21. AUTOMOBILE INSURANCE.** By my signature on the contract I certify that I **will not** be using my personal vehicle to transport students, equipment or supplies or for any other city use. (See Paragraph 11, #3).

**22. SERVICE PROVIDERS UNIFORM BUSINESS IDENTIFIER (UBI).** A UBI number issued by Washington State Department of Revenue may be a legal requirement. (See Paragraph 16) Do you currently have your UBI?

Yes ☒ No ☐

If yes, your UBI number is: 6013321184

**23. INCLUSION.** The City of Everett offers programs and services for all ages and we encourage and support the participation of individuals with disabilities in all our programs. If accommodations are needed to participate, patrons are requested to contact our office at least two weeks prior to the program start date. Instructors may be asked to alter their program to accommodate persons with varying abilities, and in order to do so they may need to meet in advance of a class to develop a workable plan or for specific training. All participants will enjoy the same attention and respect.

**24. BACKGROUND CHECK.** Service Provider will complete a background check and a Washington State Patrol Check for each instructor or teacher employed or used by the Service Provider to perform this agreement. Service Provider will not use a person as teachers or instructors if such person:

- A. Has been convicted within the last ten years of any felony that directly relates to the teaching position. By way of example only, such felonies might include: crimes against vulnerable persons, such as children, the elderly, or the disabled; crimes of dishonesty; or crimes using, or threatening, violence, including, but not limited to, the use, display or threat of a weapon.
- B. Has behaved in such a way that the Service Provider reasonably concludes that the proposed teacher does not possess the skill, care and judgment necessary to be a recreation teacher with due regard for the students, facility, or other persons who may be in or near the class.

**25. CERTIFICATION AND DOCUMENTATION** required as follows:

- a) ☐ Yes ☒ No Current First Aid/CPR card required for a staff on site during the instruction of these classes.
- b) Provide Certificate of insurance for the duration of the contract listing City of Everett as additionally insured (#11.A2) If the insurance expires prior to the end of the contract, a new Certificate of Insurance must be received by the Point of Contact by the expiration date of the previous term.
- c) Provide an **Additional Insured Endorsement** on the insurance as stated in contract (#11D).
- d) Provide a UBI number (#16).
- e) Return **two** signed and completed original contracts

**Specific Requirements for Washington State Umpires Association**

- 1. USSSA must notify the Athletic office no less than 3 hours prior to the first game of the night if an umpire/official is unable to umpire. I.E Weeknight League games start at 6:15pm; the Athletic Office will need to be notified no later than 3:15pm the same day.
  - 2. Notifications must be made over the telephone with verbal confirmation from the Athletic Office of the no show.
  - 3. In the event that a USSSA umpire/official does not show for an official scheduled game, USSSA will not be paid for the game(s) missed and will be fined \$30 per game missed per umpire/official.
  - 4. USSSA sanctioned umpire/officials will adhere to all League Rules established by the Everett Parks and Recreation Department.
  - 5. USSSA umpire/official and staff will abide by all Park Rules and Regulations
  - 6. USSSA umpire/official and staff will not use any Everett Parks and Recreation equipment without supervision and permission from a Parks and Recreation Employee.
  - 7. USSSA umpire/officials and staff will not be authorized to make long distant phone calls on City of Everett phones.
2. Provide additional **certification and documentation** as follows:
- a) Maintain Parks Department driving requirements
  - b) Provide certificate of insurance with One Million Dollars Liability for the duration of the contract
  - c) Provide notice of insurability for auto insurance

**3. Dates and times**

Preseason umpire training tournament on March 4 and 11 based on field availability and playability to be determined by the maintenance division.

**Exhibit B**  
**Compensation**

**Adult Slow Pitch Softball - One Umpire**

Adult slow pitch single game	\$45.00/game
Two or more games	\$35.00/game

**Adult Slow Pitch Softball - Two Umpires**

Adult slow pitch single game	\$70.00/game
Two or more games	\$60.00/game

**Youth Fast Pitch Softball - One Umpire**

Youth fast pitch single game	\$45.00/game
Two or more games	\$45.00/game

**Youth Fast Pitch Softball - Two Umpires**

Adult slow pitch single game	\$70.00/game
Two or more games	\$70.00/game

**Youth & Adult Flag Football - One Official**

Flag football single game	\$30.00/game
Two or more games	\$30.00/game

**Youth & Adult Flag Football - Two Officials**

Flag football single game	\$60.00/game
Two or more games	\$60.00/game
Two man tournament rate	\$40.00/game

**Penalty for No Shows**

If an assigned umpire(s) does not show for a game as per General Requirement Exhibit A, then the City of Everett will not pay the contractor for the missed game AND will assess a \$30 penalty which will be deducted from amount due upon billing.